

INVITATION FOR BIDS (IFB) NO. 98-019

TO

FURNISH AND DELIVER

PAPER TOWELS AND TOILET TISSUE

ON A REQUIREMENTS BASIS

FOR

MAUI COMMUNITY COLLEGE

UNIVERSITY OF HAWAII

KAHULUI, MAUI, HAWAII

APRIL, 1998

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

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on a Requirements Basis for Maui Community College, University of
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**IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS
TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID
PACKAGE.**

BIDDER'S REMINDER:

1. Tax Clearance Certificate or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, (see SPECIAL PROVISIONS).
2. Certification of Recycled Content (required only if offering recycled products).

NOTICE TO BIDDERS

BID FORMS for IFB No. 98-019, Paper Towels and Toilet Tissue, Maui Community College, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, 1400 LOWER CAMPUS ROAD, ROOM 15, UNIVERSITY OF HAWAII, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www.state.hi.us/bids/notice01.html>) and must be submitted no later than 2:30 p.m., April 30, 1998, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB by providing the vendor's name, address, contact person, telephone number, facsimile number, and an account number, billable to the receiver, for express shipment. Requests may be submitted via facsimile, (808) 956-2093. Direct all questions to Karlee Hisashima, (808) 956-8674.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Star Bulletin

Issue of: April 8, 1998

NOTICE TO BIDDERS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM
TO
FURNISH AND DELIVER
PAPER TOWELS AND TOILET TISSUE

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom it May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 98-019, TO FURNISH AND DELIVER PAPER TOWELS AND TOILET TISSUE ON A REQUIREMENTS BASIS FOR MAUI COMMUNITY COLLEGE, UNIVERSITY OF HAWAII, KAHULUI, MAUI, HAWAII, and offers to furnish and deliver the paper towels and toilet tissue for Maui Community College, 310 Ka'ahumanu Avenue, Kahului, Hawaii 96732, as per TECHNICAL SPECIFICATIONS, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

BASIC BID

<u>Item</u>	<u>Description</u>	<u>Est. Annual Quantity</u>	<u>Unit Price</u>	<u>Extended Annual Total Amount</u>
1.	Paper Towels, roll-type, NIBROC, or approved alternate, as per Technical Specifications.	80 cases	\$_____ per case	\$_____

*****SUBSTITUTIONS TO BE APPROVED IN ADVANCE*****

To compare bids uniformly, the University is considering a case of paper towels to consist of 12 rolls; 800 linear feet per roll. Bidders shall adjust their case price, if necessary, to bid according to our standardized case.

Upon award of the contract, orders will be placed in accordance with the Contractor's case price. Please refer to the Technical Specifications for the actual minimum amount of linear feet & rolls per case allowed.

Brand name and number _____
Linear feet per roll _____
Number of rolls per case _____

Case Price, if it differs from "Standardized Case" Price Above
\$_____

<u>Item</u>	<u>Description</u>	<u>Est. Annual Quantity</u>	<u>Unit Price</u>	<u>Extended Annual Total Amount</u>
2.	Toilet Tissue, roll-type, James River, Scott JRT, or approved alternate, as per Technical Specifications.	90 cases	\$_____ per case	\$_____
SUBSTITUTIONS TO BE APPROVED IN ADVANCE				

To compare bids uniformly, the University is considering a case of toilet tissue to consist of 6 rolls; 4,500 linear feet per roll. Bidders shall adjust their case price, if necessary, to bid according to our standardized case.

Upon award of the contract, orders will be placed in accordance with the Contractor's case price. Please refer to the Technical Specifications for the actual minimum amount of sheets & rolls per case allowed.

Brand name and number _____
 Linear feet per roll _____
 Number of rolls per case _____

Case Price, if it differs from "Standardized Case" Price Above
 \$_____

TOTAL AMOUNT FOR ITEMS 1 AND 2 \$_____

Prices shall be f.o.b. destination, including all applicable taxes.

Bidder shall bid on all items in order to be considered for award.

****BIDDERS ARE CAUTIONED THAT THE SUBMITTAL OF VENDOR QUOTATION FORMS WITH ADDITIONAL TERMS AND CONDITIONS, OR TERMS THAT TAKE EXCEPTION TO THE STATED BID TERMS AND CONDITIONS, MAY BE GROUNDS FOR DISQUALIFICATION OF THEIR BID. (SEE NOTE TO BIDDERS BELOW.)****

Bidder is offering: ___ recycled product ___ non-recycled product
 See General Provision 3.1e, Recycled Products preference.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS.

(Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

SUBSTITUTIONS TO BE APPROVED IN ADVANCE

The brand and model number of the paper towels and toilet tissue are used in the Bid Form and Technical Specifications as a measure of quality, style, appearance, and performance.

Any brand or manufacture of comparable or better quality to that specified will be considered for acceptance by the University upon submission of a written request for approval of the proposed substitution with manufacturer's literature or brochures, and actual samples of the proposed items being offered.

Proposals for substitutions shall not be submitted unless the bidder has the proposed substitution items available for inspection by the University at the time of submittal of the request. Any requests for substitution of items shall be made at least FOURTEEN (14) calendar days prior to bid opening to permit inspection by the University, no later than 4:30 p.m., April 16, 1998.

The written request shall be submitted in the attached sample format "Request for Substitution."

The statement of variances must list all features of the proposed substitution which differ from the specifications and/or product specified and must further certify that the substitute has no other variant features.

Bidders shall send requests to the buyer, Karlee Hisashima, Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822. The package or envelope containing the request for substitution shall be marked:

Request for Substitution for:
IFB No. _____ (Title of IFB)
Deadline: 4:30 p.m., (Insert date from IFB)

The University may at its discretion reject or deny any substitution that it deems unequal, and the findings in this regard shall be accepted by the bidders as final and binding.

A bid which includes a substitution shall be considered only if the substitution has been approved in advance by the University.

S A M P L E

Date: _____

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

Subject: REQUEST FOR SUBSTITUTION

Project Title: _____

In accordance with the "SUBSTITUTIONS TO BE APPROVED IN ADVANCE" clause of the BID section, I hereby submit for substitution TWO (2) set(s) of technical brochures and statement of variances, and samples for your review and approval for the item(s) shown below:

<u>ITEM</u>	<u>SPECIFIED BRAND</u>	<u>SUBSTITUTE OR ALTERNATE BRAND</u>	<u>VARIANT FEATURES</u>
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I further certify that my request for substitution of the above item(s) has no other variant features.

Signature

Title

NOTE:

1. PLEASE USE OWN LETTERHEAD.
2. IF NO VARIANT FEATURE, INDICATE "NONE."

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **ANNUAL TOTAL AMOUNT FOR ITEMS 1 AND 2.**

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

REMITTANCE ADDRESS

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 7, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

CERTIFICATION OF RECYCLED CONTENT

(See Official Document)

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

(See Official Document)

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications required for the paper towels and toilet tissue. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

PAPER TOWELS AND TOILET TISSUE SPECIFICATIONS

Item 1: Paper Towels, roll-type, NIBROC, or approved alternate, each with the following specifications:

- a. Shall fit into existing James River RL550 dispensers.
- b. Shall be single ply.
- c. Shall be absorbent.
- d. Shall be white, or bleached paper.
- e. Shall be roll-type paper towel, minimum roll width of 8 inches and maximum roll width of 9 inches.
- f. Each paper towel roll shall contain a minimum of 800 linear feet of paper towels.
- g. Each case shall have at least 12 rolls of paper towels.
- h. Estimated quantity of EIGHTY (80) cases of paper towels per TWELVE (12)-month period.

Item 2: Toilet Tissue, James River, Scott JRT, or approved alternate, each with the following specifications:

- a. Shall fit into existing Scott JRT #09676 dispensers.
- b. Shall be absorbent.
- c. Shall be single ply.
- d. Shall be white or bleached paper.
- e. Shall be roll-type tissues, approximately 4,000 ft. long by approximately 3.9 inches wide.
- f. Each roll shall have, as a minimum, 4,500 linear feet.
- g. Each case shall have, as a minimum, the equivalent of at least 6 rolls.
- g. Estimated quantity of NINETY (90) cases of toilet tissue per TWELVE (12)-month period.

DELIVERY

- a. All deliveries of paper products purchased under this contract shall be coordinated with the TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO), listed in SPECIAL PROVISION 2.
- b. Orders shall be placed by issuance of purchase orders by authorized individuals of Maui Community College, and delivery shall be completed within FIVE (5) consecutive calendar days after receipt of each purchase order. (See SPECIAL PROVISION 4, ORDERING).

- c. The initial supply of paper products delivered shall be for an estimated TWO (2)-month supply.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing to the Procurement and Property Management Office prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published. Protests concerning the Technical Specifications lodged after bid opening shall not be considered.

SPECIAL PROVISIONS

1. SCOPE

The Furnishing and Delivery of Paper Towels and Toilet Tissue on a Requirements Basis shall be in accordance with the terms and conditions of IFB No. 98-019 and the General Provisions dated February 23, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www.state.hi.us/bids/notice03.htm>

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Mr. Fred Ventura, Operations and Maintenance Supervisor, Maui Community College, telephone (808) 984-3232.

3. REQUIREMENTS

This is a requirements contract for the paper towels and toilet tissue specified in the Bid Form and Technical Specifications for the period set forth herein. Delivery shall be made only as authorized by purchase orders issued in accordance with SPECIAL PROVISION 4, ORDERING.

The quantities shown in the Bid Form and Technical Specifications are for bid purposes only and should not be considered firm. In the event that the University's requirements for the equipment do not materialize in the estimated quantities, such event shall not constitute the basis for an equitable price adjustment under this contract. The University reserves the right to order additional quantities or decrease the quantities of each item at the unit prices quoted during the term of the contract.

4. ORDERING

Orders shall be placed by the issuance of purchase orders by authorized individuals of Maui Community College. Purchase orders may be issued under this contract from the date designated in the Notice to Proceed for a ONE (1)-year period.

All purchase orders issued hereunder shall reference the contract number and shall be subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any purchase order.

When mailed, a purchase order shall be "issued" for purposes of this contract at the time the University deposits the purchase order in the mail.

Purchase orders, when issued, shall specify the following:

- a. Type and quantity of each.
- b. Delivery location(s).

5. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with SPECIAL PROVISION 6, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

6. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days prior to contract renewal date, provided that the contract price for each renewal period shall not increase more than 5% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

7. TAX CLEARANCE FOR CONTRACTS

General Provision 7.2 entitled Tax Clearance, is hereby deleted and shall be replaced by the following:

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

8. TAX CLEARANCE FOR FINAL PAYMENT

General provision 7.2 entitled Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provision of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Section 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provide that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all

contract whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

9. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to Maui Community College, Business Office, 310 Ka'ahumanu Avenue, Kahului, Maui, Hawaii 96732, no later than THIRTY (30) calendar days following submission of invoice or the acceptance of goods.